

EXHIBIT D. RESTRICTIVE COVENANT

RESTRICTIVE COVENANT

Grantor: The City of Moses Lake
 321 South Balsam
 P.O. Box 1579
 Moses Lake, WA 98837

Grantee: Washington Department of Ecology
 4601 North Monroe
 Spokane, WA 99205-1295

Legal Description:

A parcel of land in Municipal Tract No. 2, in the Southeast quarter of Section 14, Township 19 North, Range 28 East, W.M., City of Moses Lake, Grant County, Washington described as follows:

The east 210.00 feet of Municipal Tract No. 2 as recorded in Volume 8, Page 27, records of Grant County, Washington.

Containing 1.4 acres +/-

Grant County parcel number – 110480000

Except for the following:

A portion of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, T. 19 N., Range 28 E.W.M, Grant County, Washington , described as follows:

Beginning at the S $\frac{1}{4}$ corner of said Section 14, thence N. $89^{\circ}48'00''$ E., 1012.00 feet; thence N. $0^{\circ}12'00''$ W. 40.00 feet to the true point of beginning; thence N. $0^{\circ}12'00''$ W. 36.00 feet; thence S. $89^{\circ}48'00''$ W. 42.00 feet; thence S. $0^{\circ}12'00''$ E. 36.00 feet; thence N. $89^{\circ}48'00''$ E. 42.00 feet to the true point of beginning

Grant County parcel number - 110481000

RESTRICTIVE COVENANT

The property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property and conduct long-term operation and maintenance (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington Department of Ecology v. City of Moses Lake, Grant County Superior Court Cause No. _____, and in attachments to the Decree and in documents referenced in the Decree. This Restrictive Covenant is required by Ecology under Ecology's rule WAC 173-340-440 (2001 ed.) because activities on the Site resulted in residual concentrations of hazardous substances which exceed Ecology's Method B cleanup levels for groundwater established under WAC 173-340-730(3).

The undersigned, The City of Moses Lake ("The City") is the fee owner of real property (hereafter "the Property") in the County of Grant, State of Washington (legal description and map attached), that constitutes the Moses Lake City Maintenance Facility Site. The City makes the following declaration as to limitations, restrictions, and uses to which the Property may be put, and specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property. It is the intent of both parties that this Restrictive Covenant may be removed completely upon the completion of the cleanup activities and requisite monitoring well testing showing that groundwater cleanup levels have been achieved. Ecology will not object to removal of this Restrictive Covenant upon satisfaction of the requirements of the Consent Decree and Ecology's determination that groundwater cleanup levels have been achieved.

Section 1.

- a. No groundwater may be taken for any use unless the groundwater removal is part of monitoring activities associated with an Ecology-approved compliance monitoring plan.
- b. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Cleanup Action, or that may create a new exposure pathway, is prohibited.

Section 2. Any activity on the Property that may interfere with the Cleanup Action, operation and maintenance, monitoring, or other measures necessary to assure the integrity of the Cleanup Action and continued protection of human health and the environment is prohibited.

Section 3. The Owner of the Property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without

adequate and complete provision for continued monitoring, operation, and maintenance of the Cleanup Action on the Property, and for continued compliance with this section.

Section 4. The Owner must restrict leases to uses and activities consistent with this Restrictive Covenant and notify all lessees of the restrictions herein on the use of the Property.

Section 5. The Owner must include in any instrument conveying any interest in any portion of the Property, notice of this Restrictive Covenant.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve an inconsistent use only after an opportunity for public notice and comment is provided. If Ecology, after public notice and opportunity for comment, approves the proposed change, the restrictive covenant shall be amended to reflect the change.

Section 6. The Owner shall allow Ecology and its authorized representatives the right to enter the Property at reasonable times for the purpose of evaluating the Cleanup Action, to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Cleanup Action.

Section 7. If the conditions at the site requiring the entry of this Restrictive Covenant no longer exist, the Owner may submit a request to Ecology that the Restrictive Covenant be eliminated. The Owner may record an instrument removing the Restrictive Covenant only if Ecology, after public notice and opportunity for comment, concurs.

Dated: _____

THE CITY OF MOSES LAKE

Joseph K. Gavinski

City Manager

STATE OF WASHINGTON)

) ss

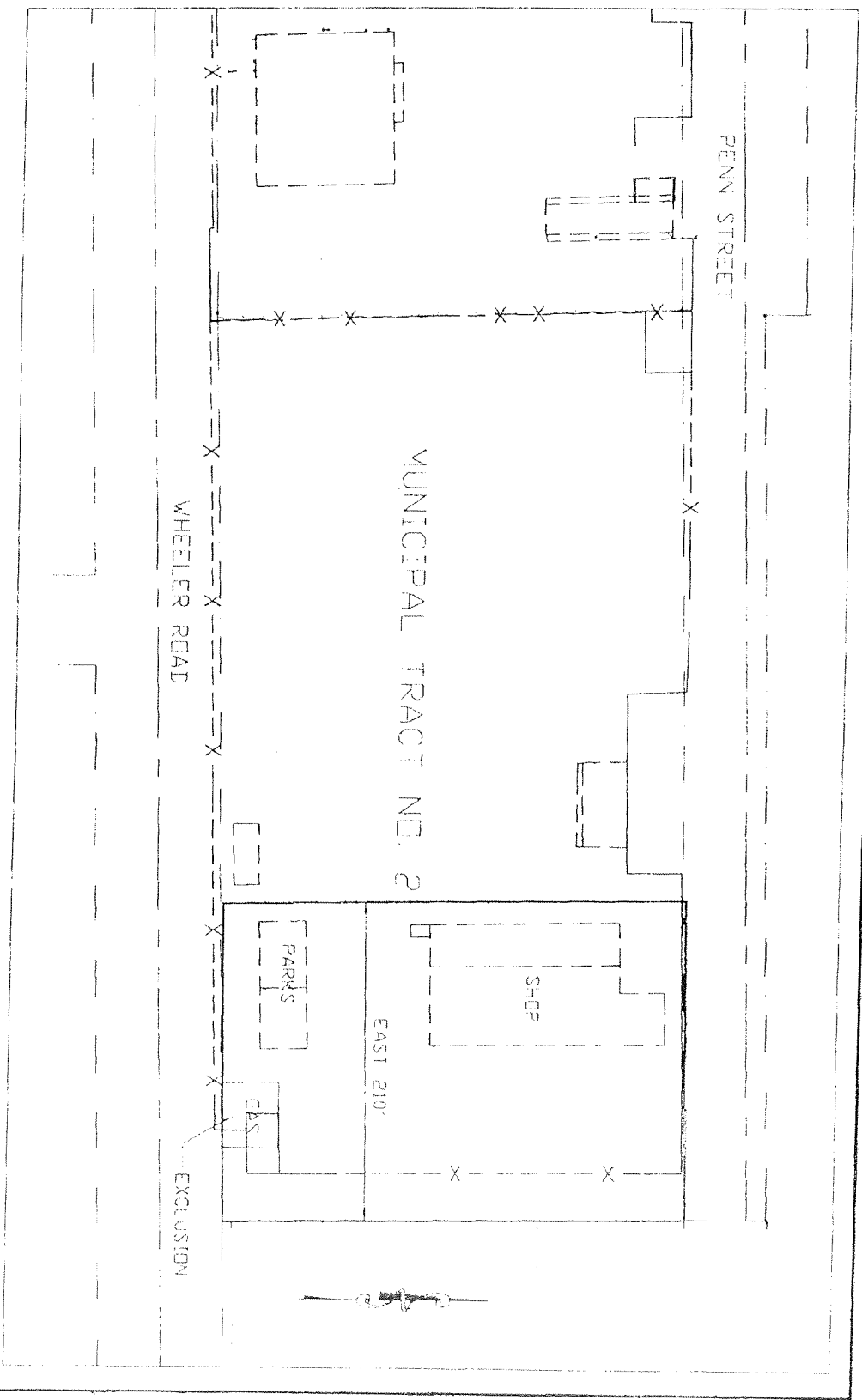
COUNTY OF GRANT)

On this _____ day of _____, 2004, before me, a Notary Public for said state, personally appeared Joseph K. Gavinski, known to be City Manager of The City of Moses Lake, the corporation that executed the above instrument and acknowledged to that such corporation executed the same.

Notary Public, State of _____

Residing at _____

My commission expires _____



MUNICIPAL TRACT NO. 2

MUNICIPAL SERVICES DEPT. - ENGINEERING DIVISION

CITY OF MOSES LAKE

DATE	8/03	GRANT COUNTY	WASHINGTON
SCALE	NTS		
DRAWN	NTS		
CHECKED	NTS		
APPROVED	NTS		